



PATENT

IN THE UNITED STATES  
PATENT AND TRADEMARK OFFICE

RECEIVED

NOV 20 2000

OFFICE OF PETITIONS

APPLICANTS: Dan Meisburger, Alan D. Brodie, Zhong-Wei Chen, Jack Y. Jau, Paul Sandland, Richard Simmons, Dave E. A. Smith, Hans Dohse, Dennis G. Emge, John Greene, Lee Veneklasen, Ming-Yie Ling, Surendra G. Lele, Tom Cass, Doug Hendricks, John Gibilisco

PATENT NO.: 5,717,204

ISSUED: February 10, 1998

TITLE: Inspecting Optical Masks With Electron Beam Microscopy

SERIAL NO.: 09/502,120

FILING DATE: February 10, 2000

ATTY. DKT. NO.: 4764

## CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231 on the date shown below. If the Express Mail Mailing Number is filled in below, then this correspondence is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service pursuant to 37 CFR 1.10.

Signature:			
Typed or Printed Name:	Trinidad Arriola Kern	Dated:	Oct-2, 2000
Express Mail Mailing Number (optional):	EL566199492US		

COMMISSIONER FOR PATENTS  
WASHINGTON, D.C. 20231

PETITION FOR FILING ON BEHALF OF AN OMITTED INVENTOR  
UNDER 37 C.F.R. SECTION 1.47(a)

Dear Sir:

The named co-inventors, Alan D. Brodie, Zhong-Wei Chen, Jack Y. Jau, Paul Sandland, Richard Simmons, Dave E. A. Smith, Hans Dohse, Dennis G. Emge, John Greene, Lee Veneklasen, Ming-Yie Ling, Surendra G. Lele, Tom Cass, Doug Hendricks, and John Gibilisco, hereby petition the Commissioner to accept the filing of the above-referenced U.S. reissue patent

application by them, as joint inventors of the invention disclosed and claimed in the above-referenced reissue patent application, on behalf of the omitted inventor, Dan Meisburger.

The complete name, last known address, and citizenship of the omitted inventor, who refuses to sign the required declaration and power of attorney, is:

Dan Meisburger  
1507 Montalban Drive  
San Jose, CA 95120-4830  
Citizen of: USA

A "DECLARATION OF FACTS BY PERSON HAVING FIRST HAND KNOWLEDGE IN SUPPORT OF FILING ON BEHALF OF AN OMITTED INVENTOR UNDER 37 C.F.R. section 1.47(a)" (hereinafter "DECLARATION OF FACTS") is enclosed to provide proof of the pertinent facts concerning the diligent effort to have the omitted inventor join in the above-referenced patent application.

Therefore, the above-named co-inventors, Alan D. Brodie, Zhong-Wei Chen, Jack Y. Jau, Paul Sandland, Richard Simmons, Dave E. A. Smith, Hans Dohse, Dennis G. Emge, John Greene, Lee Veneklasen, Ming-Yie Ling, Surendra G. Lele, Tom Cass, Doug Hendricks, and John Gibilisco, are entitled to file the above-referenced patent application on behalf of the omitted inventor, Dan Meisburger. The enclosed EXHIBITS A to F are provided to support statements made in the enclosed DECLARATION OF FACTS.

As stated in the enclosed DECLARATION OF FACTS, Dan Meisburger is a joint inventor of the subject matter of the above-referenced patent application along with Alan D. Brodie, Zhong-Wei Chen, Jack Y. Jau, Paul Sandland, Richard Simmons, Dave E. A. Smith, Hans Dohse, Dennis G. Emge, John Greene, Lee Veneklasen, Ming-Yie Ling, Surendra G. Lele,

PATENT

Tom Cass, Doug Hendricks, John Gibilisco. Mr. Meisburger refuses to sign a timely REISSUE APPLICATION DECLARATION AND POWER OF ATTORNEY after a diligent effort to obtain his signature. Therefore, Alan D. Brodie, Zhong-Wei Chen, Jack Y. Jau, Paul Sandland, Richard Simmons, Dave E. A. Smith, Hans Dohse, Dennis G. Emge, John Greene, Lee Veneklasen, Ming-Yie Ling, Surendra G. Lele, Tom Cass, Doug Hendricks, and John Gibilisco, as joint inventors, makes this application on behalf of, and as agent for, the omitted inventor, Dan Meisburger, pursuant to 37 C.F.R. section 1.47(a).

A REISSUE APPLICATION DECLARATION signed in counterpart by the joint inventors, Alan D. Brodie, Zhong-Wei Chen, Jack Y. Jau, Paul Sandland, Richard Simmons, Dave E. A. Smith, Hans Dohse, Dennis G. Emge, John Greene, Lee Veneklasen, Ming-Yie Ling, Surendra G. Lele, Tom Cass, Doug Hendricks, and John Gibilisco, on their own behalf and on behalf of the omitted inventor, Dan Meisburger, is also enclosed.

The required fee of \$130 pursuant to 37 C.F.R. section 1.17(i) is also enclosed.

This petition is being filed along with a RESPONSE TO NOTICE TO FILE MISSING PARTS OF REISSUE APPLICATION in response to a NOTICE TO FILE MISSING PARTS OF REISSUE APPLICATION, dated April 3 2000, received from the U.S.P.T.O.

Respectfully submitted,  
ALAN D. BRODIE, et al.

Dated: Oct. 2, 2000

By: 

Trinidad Arriola Kern, Reg. No.: 44,012  
Fenwick & West LLP  
Two Palo Alto Square  
Palo Alto, CA 94306  
Tel.: (650) 494-7666  
Fax.: (650) 494-1417

## **EXHIBIT A**

### **Reissue Application**

<b>Serial No.:</b>	09/502,120
<b>Filing Date:</b>	February 10, 2000
<b>Applicants:</b>	Dan Meisburger, et al.
<b>Patent No.:</b>	5,717,204
<b>Issued:</b>	February 10, 1998
<b>Title:</b>	Inspecting Optical Masks with Electron Beam Microscopy
<b>Atty Docket No.:</b>	4764

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

KLA INSTRUMENTS CORPORATION

KLA Instruments Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is KLA Instruments Corporation, and the name under which the corporation was originally incorporated is KLA Corporation. The date of filing its original Certificate of Incorporation with the Secretary of State was July 9, 1975.

The amendment to the corporation's Certificate of Incorporation set forth was approved by the corporation's Board of Directors and stockholders and was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

2. The text of the Certificate of Incorporation as amended or supplemented heretofore is hereby amended and restated to read as herein set forth in full:

"FIRST: The name of the corporation (hereinafter called the "corporation") is KLA-Tencor Corporation.

SECOND: The address, including street, number, city and county, of the registered office of the corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, and the name of the registered agent of the corporation in the State of Delaware at such address is The Corporation Trust Company.

THIRD: The nature of the business and of the purposes to be conducted and promoted by the corporation is as follows:

To manufacture, purchase or otherwise acquire, import and export, invest in, own, mortgage, pledge, sell, assign, and transfer or otherwise dispose of, trade, deal in and deal with goods, wares, merchandise and personal property of every kind, nature and description, both on its own account and for others.

UNID: 00NLAHPCDOCS3QL232376612

To render services of every kind, nature and description (including, but not limited to, consulting, financial, engineering, research and similar or related services) both on its own account and for others.

To develop, obtain, purchase or otherwise acquire, and to hold, own, use, sell, limit or otherwise dispose of processes, formulae, inventions and devices of every kind, nature and description, whether patented or not; and to apply for and obtain letters patent under the laws of the United States or of any foreign country.

To borrow or lend money, and to make and issue notes, bonds, debentures, obligations, and evidences of indebtedness of all kinds, whether secured by mortgage, pledge, or otherwise, without limit as to amount, and to secure the same by mortgage, pledge, or otherwise and generally to make and perform agreements and contracts of every kind and description.

To subscribe for, take, acquire, hold, sell, exchange and deal in shares, stock, bonds, obligations and securities of any corporation, government, authority or company; to form, promote, subsidize and assist companies, syndicates, or partnerships of all kinds, and to finance and refinance the same; and to guarantee the obligations of other persons, firms, or corporations.

In general, to do any act necessary or incidental to the conduct of said businesses and in the transaction thereof, to carry on any other business, whether manufacturing or otherwise, and to do any other thing permitted by all present and future laws of the State of Delaware applicable to business corporations.

**FOURTH:** The aggregate number of shares of stock which the corporation shall have authority to issue shall be 251,000,000 shares, with the par value of each of such shares being \$0.001. These shares shall be divided into the following classes:

- (1) 250,000,000 shares shall be designated as Common Stock; and
- (2) 1,000,000 shares shall be designated as Preferred Stock.

The Board of Directors is authorized, subject to any limitations prescribed by law, to provide for the issuance of shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences, and rights of the shares of each such series and any qualifications, limitations or restrictions thereof. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the then outstanding shares of Common Stock, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to the certificate or certificates establishing the series of Preferred Stock.

**FIFTH:** The name and the mailing address of the incorporator are as follows:

BNW 00MAVPCDOCS SQL3257662

-2-

Name

Mailing Address

R. G. Dickerson

229 South State Street  
Dover, Delaware

**SIXTH:** The corporation is to have perpetual existence.

**SEVENTH:** Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction with the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

**EIGHTH:** For the management of the business and for the conduct of the affairs of the corporation, and in further definition, limitation and regulation of the powers of the corporation and of its directors and of its stockholders or any class thereof, as the case may be, it is further provided.

1. (a) The business and affairs of the corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by the General Corporation Law of the State of Delaware or by this Certificate of Incorporation or the By-Laws of the corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation.

(b) The number of directors shall initially be 6 and, thereafter, shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships-at the time any such resolution is presented to the Board for adoption).

(c) The directors shall be divided into three classes, as nearly equal in number as reasonably possible, with the term of office of the first class to expire at the 1990 annual meeting of stockholders, the term of office of the second class to expire at the 1991 annual meeting of stockholders and the term of office of the third class to expire at the 1992 annual meeting of

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-3-

stockholders. At each annual meeting of stockholders following such initial classification and election, directors shall be elected to succeed those directors whose terms expires for a term of office to expire at the third succeeding annual meeting of stockholders after their election. All directors shall hold office until the expiration of the term for which elected, and until their respective successors are elected, except in the case of the death, resignation, or removal of any director.

(d) Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification or other cause (other than removal from office by a vote of stockholders) may be filled only by a majority vote of the directors then in office, though less than a quorum, and directors so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of office of the class to which they have been elected expires. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

(e) Subject to the rights of the holders of any series of Preferred Stock then outstanding, any directors, or the entire Board of Directors, may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least a majority of the voting power of all of the then outstanding shares of capital stock of the corporation entitled to vote generally in the election of directors, voting together as a single class. Vacancies in the Board of Directors resulting from such removal may be filled by (i) a majority of the directors then in office, though less than a quorum, or (ii) the stockholders at a special meeting of the stockholders properly called for that purpose, by the vote of the holders of a majority of the shares entitled to vote at such special meeting. Directors so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of office of the class to which they have been elected expires.

2. After the original or other By-Laws of the corporation have been adopted, amended, or repealed, as the case may be, in accordance with the provisions of Section 109 of the General Corporation Law of the State of Delaware, and, after the corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the By-Laws of the corporation may be exercised by the Board of Directors of the corporation.

3. Whenever the corporation shall be authorized to issue only one class of stock, each outstanding share shall entitle the holder thereof to notice of, and the right to vote at, any meeting of stockholders. Whenever the corporation shall be authorized to issue more than one class of stock, no outstanding share of any class of stock which is denied voting power under the provisions of the certificate of incorporation shall entitle the holder thereof to the right to vote, at any meeting of stockholders except as the provisions of paragraph (c)(2) of Section 242 of the General Corporation Law of the State of Delaware shall otherwise require; provided, that no share of any such class which is otherwise denied voting power shall entitle the holder thereof to vote upon the increase or decrease in the number of authorized shares of said class.



4. Any action required or permitted to be taken by the stockholders of the corporation must be effected at a duly called annual or special meeting of stockholders of the corporation and may not be effected by any consent in writing by such stockholders.

NINTH: The corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities and other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

TENTH: From time to time any of the provisions of this certificate of incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inspected in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the corporation by this certificate of incorporation are granted subject to the provisions of this Article TENTH.

ELEVENTH:

1. (a) In addition to any affirmative vote required by law or this certificate of incorporation, and except as otherwise expressly provided in paragraph 2 of this Article ELEVENTH:

(i) any merger or consolidation of the corporation or any Subsidiary (as hereinafter defined) with (a) any Interested Shareholder (as hereinafter defined) or (b) any other corporation (whether or not itself an Interested Shareholder) which is, or after such merger or consolidation would be, an Affiliate (as hereinafter defined) of an Interested Shareholder; or

(ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) to or with any Interested Shareholder or any Affiliate of any Interested Shareholder of any assets of the corporation or any Subsidiary having an aggregate fair market value of \$1,000,000 or more; or

(iii) the issuance or transfer by the corporation or any Subsidiary (in one transaction or a series of transactions) of any securities of the corporation or any Subsidiary to any Interested Shareholder or any Affiliate of any Interested Shareholder in exchange for cash, securities or other property (or a combination thereof) having an aggregate fair market value of \$1,000,000 or more; or

(iv) the adoption of any plan or proposal for the liquidation or dissolution of the corporation proposed by or on behalf of an Interested Shareholder or any Affiliate of any Interested Shareholder; or

(v) any reclassification of securities (including any reverse stock split), or recapitalization of the corporation, or any merger or consolidation of the corporation with any of its subsidiaries or any other transaction (whether or not with or into or otherwise involving an Interested Shareholder) which has the effect, directly or indirectly, of increasing the proportionate share of the outstanding shares of any class of equity or convertible securities of the corporation or any Subsidiary which is directly or indirectly owned by an Interested Shareholder or any Affiliate of any Interested Shareholder; shall require the affirmative vote of the holders of at least 80% of the then outstanding shares of capital stock of the corporation authorized to be issued from time to time under Article FOURTH of this certificate of incorporation (the "Voting Stock"), voting together as a single class. Such affirmative vote shall be required notwithstanding the fact that no vote may be required, or that a lesser percentage may be specified, by law or in any agreement with any national securities exchange or otherwise. Notwithstanding any other provision of this certificate of incorporation to the contrary, for purposes of this Article ELEVENTH, each share of the Voting Stock shall have one vote.

(b) The term "Business Combination" as used in this Article ELEVENTH shall mean any transaction which is referred to in any one or more of clauses (i) through (v) of subparagraph (a) of this paragraph 1.

2. The provisions of paragraph 1 of this Article ELEVENTH shall not be applicable to any particular Business Combination, and such Business Combination shall require only such affirmative vote as if required by law and any other provision of this certificate of incorporation, if all of the conditions specified in the following subparagraph (a) are met:

(a) The Business Combination shall have been approved by a majority of the Continuing Directors (as hereinafter defined): provided, however, that such approval shall only be effective if obtained at a meeting at which a Continuing Director Quorum (as hereinafter defined) is present.

3. For the purposes of this Article ELEVENTH:

(a) The term "person" shall mean any individual, firm, corporation or other entity.

(b) The term "Interested Shareholder" shall mean any person (other than the corporation or any Subsidiary and other than any profit-sharing, employee stock ownership or other employee benefit plan of the corporation or any Subsidiary or any trustee of or fiduciary with respect to any such plan when acting in such capacity) who or which:

(i) is the beneficial owner (as hereinafter defined) of more than five percent of the Voting Stock; or

(ii) is an Affiliate (as hereinafter defined) of the corporation and at any time within the two-year period immediately prior to the date in question was the beneficial owner of five percent or more of the Voting Stock; or

(iii) is an assignee of or has otherwise succeeded to any shares of Voting Stock which were at any time within the two-year period immediately prior to the date in question beneficially owned by any Interested Shareholder, if such assignment or succession shall have occurred in the course of a transaction or series of transactions not involving a public offering within the meaning of the Securities Act of 1933, as amended.

(c) A person shall be a "beneficial owner" of any Voting Stock:

(i) which such person or any of its Affiliates or Associates (as hereinafter defined) beneficially owns, directly or indirectly; or

(ii) which such person or any of its Affiliates or Associates has, directly or indirectly, (a) the right to acquire (whether such right is exercisable immediately or only after the passage of time), pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or (b) the right to vote pursuant to any agreement, arrangement or understanding; or

(iii) which are beneficially owned, directly or indirectly, by any other person with which such person or any of its Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any shares of Voting Stock.

(d) For the purposes of determining whether a person is an Interested Shareholder pursuant to subparagraph (b) of this paragraph 3, the number of shares of Voting Stock deemed to be outstanding shall include shares deemed owned through application of subparagraph (c) of this paragraph 3 may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(e) The terms "Affiliate" or "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as in effect on January 1, 1984.

(f) The term "Subsidiary" means any corporation of which a majority of any class of equity security is owned, directly or indirectly, by the corporation; provided, however, that for the purposes of the definition of Interested Shareholder set forth in subparagraph (b) of this paragraph 3, the term "Subsidiary" shall mean only a corporation of which a majority of each class of equity security is owned, directly or indirectly, by the corporation.

(g) The term "Continuing Director" means any member of the Board of Directors of the corporation (the "Board") who is unaffiliated with the Interested Shareholder and was a

member of the Board prior to the time that the Interested Shareholder became an Interested Shareholder, and any successor of a Continuing Director who is unaffiliated with the Interested Shareholder or is recommended or elected to succeed a Continuing Director by a majority of Continuing Directors, provided that such recommendation or election shall only be effective if made at a meeting at which a Continuing Director Quorum is present.

(h) The term "Continuing Director Quorum" means four Continuing Directors capable of exercising the powers conferred upon them under the provisions of the certificate of incorporation or By-Laws of the corporation or by law.

4. Notwithstanding any other provisions of this certificate of incorporation or the By-Laws of the corporation (and notwithstanding the fact that a lesser percentage may be specified by law, this certificate of incorporation or the By-Laws of the corporation), the affirmative vote of the holders of 80% or single class, shall be required to amend or repeal, or adopt any provisions inconsistent with, this Article ELEVENTH.

TWELFTH: A director of this corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith of which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

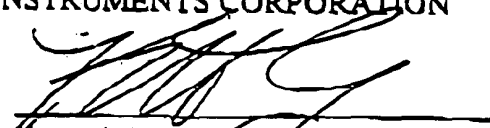
If the Delaware General Corporation Law is hereafter amended to authorize the further elimination or limitation of the liability of a director, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Any repeal or modification of the foregoing provisions of this Article TWELFTH by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification."

IN WITNESS WHEREOF, said KLA Instruments Corporation has caused this certificate to be signed by Kenneth Levy, its Chief Executive Officer, and attested by Larry W. Sonsini, its Secretary, this 30th day of April, 1997.

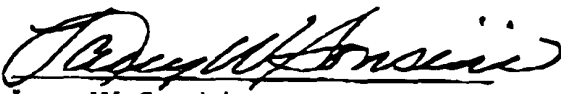
KLA INSTRUMENTS CORPORATION

By:

  
Kenneth Levy  
Chief Executive Officer

ATTEST:

By:

  
Larry W. Sonsini  
Secretary

## **EXHIBIT C**

### **Reissue Application**

<b>Serial No.:</b>	09/502,120
<b>Filing Date:</b>	February 10, 2000
<b>Applicants:</b>	Dan Meisburger, et al.
<b>Patent No.:</b>	5,717,204
<b>Issued:</b>	February 10, 1998
<b>Title:</b>	Inspecting Optical Masks with Electron Beam Microscopy
<b>Atty Docket No.:</b>	4764



**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

DATE: 01/13/95  
TO:

N06B  
PHILLIPS, MOORE, LEMPION & FINLEY  
ALLSTON L. JONES  
385 SHERMAN AVENUE, STE. 6  
PALO ALTO, CA 94306-1840

PHILLIPS MOORE  
LEMPION & FINLEY

FEB 6 - 1995

RECEIVED

**UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT ASSIGNMENT PROCESSING SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT BRANCH, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231

ASSIGNOR:  
MEISBERGER, DAN

DOC DATE: 11/16/94

ASSIGNOR:  
BRODIE, ALAN D.

DOC DATE: 11/16/94

ASSIGNOR:  
CHEN, ZHONG-WEI

DOC DATE: 11/16/94

ASSIGNOR:  
JAU, JACK Y.

DOC DATE: 11/16/94

ASSIGNOR:  
GRENON, BRIAN J.

DOC DATE: 11/16/94

RECORDATION DATE: 12/06/94    NUMBER OF PAGES 006    REEL/FRAME 7238/0244


DIGEST : ASSIGNMENT OF ASSIGNORS INTEREST

ASSIGNEE:  
KLA INSTRUMENTS CORPORATION  
160 RIO ROBLES STREET  
SAN JOSE, CA 95161-9055

7238/0244 PAGE 0002

SERIAL NUMBER 8-252763  
PATENT NUMBER

FILING DATE 06/02/94  
ISSUE DATE 00/00/00

  
EXAMINER/PARALEGAL  
ASSIGNMENT BRANCH  
ASSIGNMENT/CERTIFICATION SERVICES DIVISION



RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks:  
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

1. DAN MEISBERGER
2. ALAN D. BRODIE
3. ZHONG-WEI CHEN
4. JACK Y. JAU
5. BRIAN J. GRENON

Additional name(s) of conveying party(ies)  
attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: KLA INSTRUMENTS CORPORATION

Internal Address: 160 Rio Robles Street

San Jose, CA 95161-9055

Street Address: 160 Rio Robles Street

City: San Jose State: CA ZIP: 95161-9055

Additional name(s) & address(es)  
attached? ☐ Yes ☒ No

3. Nature of conveyance: ☒

☒ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other \_\_\_\_\_

Execution Date:   
(1) November 16, 1994  
(2) November 16, 1994  
(3) November 16, 1994  
(4) November 16, 1994  
(5)

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No. (s)

B. Patent No. (s)

U.S. Serial No. 08/252,763 filed June 2, 1994

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence  
concerning document should be mailed:

Name: ALLSTON L. JONES  
PHILLIPS, MOORE, LEMPJO & FINLEY

Street Address: 385 Sherman Avenue, Suite 6

City: Palo Alto State: CA ZIP: 94306-1840

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41): \$ 40.00

☒ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

16-1560

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement of Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

ALLSTON L. JONES  
Name of Person Signing

Signature

December 5, 1994  
Date

Total number of pages comprising cover sheet: 1

020 KK 12/23/94 08252763

1 581

40.00 CK

ASSIGNMENT

Attorney Docket No. 2942.20 (ALJ)

WHEREAS, We,

- |                           |                          |
|---------------------------|--------------------------|
| 1. <u>DAN MEISBERGER</u>  | 2. <u>ALAN D. BRODIE</u> |
| 3. <u>ZHONG-WEI CHEN</u>  | 4. <u>JACK Y. JAU</u>    |
| 5. <u>BRIAN J. GRENON</u> |                          |

each executed an employment agreement with KLA Instruments Corporation, a Delaware corporation having its principal place of business in San Jose, California, hereinafter called the Assignee, whereby we each have agreed to assign to the Assignee all inventions which relate to the Assignee's business and which were first conceived or actually reduced to practice during our employment by the Assignee;

NOW, THEREFORE, pursuant to the terms of said employment agreement and for good and valuable consideration, receipt of which is hereby acknowledged, we each do hereby sell, assign and transfer unto the Assignee, its successors and assigns, the entire world-wide title, interest and right, including the right of priority, in, to and under an application for Letters Patent of the United States for Improvements in:

INSPECTING OPTICAL MASKS WITH ELECTRON BEAM MICROSCOPY

and the inventions and any of them therein set forth and described, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor in (check one)

X a U. S. Patent Application by that name filed  
on June 2, 1994 with a serial no. 08/252,763,

And for the above consideration we each agree promptly upon request of the assignee, its successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application whether original, continuation, continuation in part, divisional or reissue, or other papers which may be necessary or desirable fully to secure to the Assignee, its successors and assigns, the inventions and any of them described in said application and all patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of interference proceedings involving said inventions and in the adjudication of said Letters Patent provided the expenses which may be incurred by me in lending such cooperation and assistance be paid by the Assignee.

IN WITNESS WHEREOF, I, <sup>4</sup>DAN MEISBERGER hereunto set my hand and seal this 16th day of November, 1994.

Dan Meisberger  
DAN MEISBERGER  
<sup>4</sup>

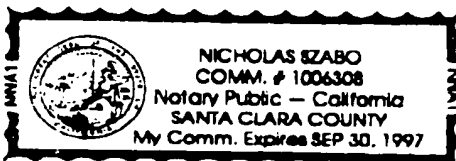
State of California

County of Santa Clara

)  
) ss.

Before me this 16th day of November, 1994,

personally appeared Dan Meisberger who is ☒ personally known to me or ☐ proved to me on the basis of satisfactory evidence to be the person whose name subscribed to this instrument of assignment, and acknowledged that he executed it.



Nicholas Szabo  
NOTARY PUBLIC

REEL 7238 FRAME 246

IN WITNESS WHEREOF, I, ALAN D. BRODIE hereunto set my hand and seal this 16th day of November, 1994.

Alan D. Brodie  
ALAN D. BRODIE

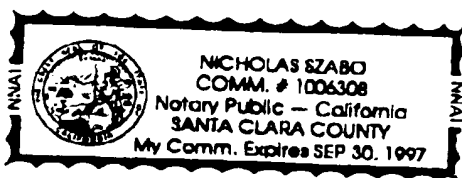
State of California )

County of Santa Clara )

ss.

Before me this 16th day of November, 1994,

personally appeared Alan D. Brodie who is        personally known to me or        proved to me on the basis of satisfactory evidence to be the person whose name subscribed to this instrument of assignment, and acknowledged that he executed it.



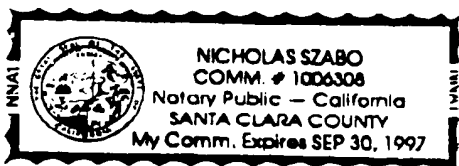
Nicholas Szabo  
NOTARY PUBLIC

IN WITNESS WHEREOF, I, ZHONG-WEI CHEN hereunto set my hand and seal this 16th day of November, 1994.

ZHONG-WEI CHEN

State of California )  
County of Santa Clara ) ss.

Before me this 16th day of November, 1994,  
personally appeared Zhong-Wei Chen who is ✓ personally known to me or     proved to me on the basis of  
satisfactory evidence to be the person whose name subscribed to this instrument of assignment, and  
acknowledged that he executed it.



Nicholas Szabo  
NOTARY PUBLIC

REEL 7238 FRAME 248

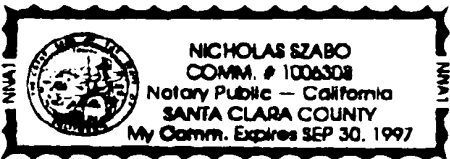
IN WITNESS WHEREOF, I, JACK Y. JAU hereunto set my hand and seal this 16th day of Nov, 1994.

Jau Y. Jau  
JACK Y. JAU

State of California )  
County of Santa Clara ) ss.

Before me this 16th day of Nov, 1994

personally appeared Jau Y. Jau who is ☒ personally known to me or ☐ proved to me on the basis of satisfactory evidence to be the person whose name subscribed to this instrument of assignment, and acknowledged that he executed it.



Nicholas Szabo  
NOTARY PUBLIC

DEC -6 94

U.S. DEPT. OF COMMERCE  
PATENT AND TRADEMARK  
OFFICE

REEL 1238 FRAME 249

## **EXHIBIT D**

### **Reissue Application**

<b>Serial No.:</b>	09/502,120
<b>Filing Date:</b>	February 10, 2000
<b>Applicants:</b>	Dan Meisburger, et al.
<b>Patent No.:</b>	5,717,204
<b>Issued:</b>	February 10, 1998
<b>Title:</b>	Inspecting Optical Masks with Electron Beam Microscopy
<b>Atty Docket No.:</b>	4764

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City **PALO ALTO** State **CA** ZIP **94306**

Internal Billing Reference **OPTIONAL**

Shipper's Name **Dan Meisburger** Phone **( )**

Company **1507 Montalban Drive**

Address **1507 Montalban Drive**

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**5 Packaging**

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Sign to authorize delivery without obtaining signature

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

359

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TEL 650.494.0600 | FAX 650.494.1417 | [www.fenwick.com](http://www.fenwick.com)

June 7, 2000

LAURA A. MAJERUS

EMAIL [LMAJERUS@FENWICK.COM](mailto:LMAJERUS@FENWICK.COM)  
DIRECT DIAL 650.858.7152

VIA FEDEX

Dan Meisburger  
1507 Montalban Drive  
San Jose, CA 95120-4830

**RE:** U.S. Reissue Application for U.S. Patent No.: 09/502,534  
Title: Inspecting Optical Masks With Electron Beam Microscopy  
Filed: February 10, 2000  
Inventor: Dan Meisburger, Paul Sandland, Alan D. Brodie, Zhong-Wei  
Chen, Jack Y. Jau, Richard Simmons, Dave E. A. Smith,  
Hans Dohse, Dennis G. Emge, John Greene  
Our Ref.: 4765 (22120-04765)

U.S. Reissue Application for U.S. Patent No.: 09/502,120  
Title: Inspecting Optical Masks With Electron Beam Microscopy  
Filed: February 10, 2000  
Inventor: Dan Meisburger, Paul Sandland, Alan D. Brodie, Zhong-Wei  
Chen, Jack Y. Jau, Richard Simmons, Dave E. A. Smith,  
Hans Dohse, Dennis G. Emge, John Greene, Lee Vencklasen  
Our Ref.: 4764 (22120-04764)

Dear Sir:

You may be aware that KLA-Tencor recently filed a "Request for Reissue" for the above-referenced patents. You are listed as an inventor on at least one of these reissue applications. Copies of these reissue applications are enclosed.

Please review the enclosed reissue applications, paying special attention to the claims (which provide the legal definition of the invention) and let us know by June 30, 2000, if you think that either of the applications fail to name the correct inventors for the claimed inventions. An inventor is a person who contributed to the invention of the subject matter of at least one claim.

In addition this letter is a reminder of your duty, under Title 37, Code of Federal Regulations, §1.56(a), to disclose to the United States Patent and Trademark Office (USPTO) any information you are aware of that is material to the examination of this patent application.

We request that you send such information to us as soon as possible for review and, if necessary, filing in the U.S. Patent and Trademark Office. The rest of this letter explains your duty in greater detail.

**Who Has A Duty to Disclose?** All individuals associated with the filing or prosecution of the application have a duty of candor and good faith toward the USPTO, including a duty to disclose material information of which they are aware. These individuals include:

- each inventor;
- each attorney or agent who prepares or prosecutes the application;
- every other person who is substantively involved in the preparation or prosecution of the application; and
- individuals other than the attorney, agent or inventor, who have disclosed information to the attorney, agent or inventor.

We regularly satisfy the obligation of these individuals by preparing and sending an Information Disclosure Statement (IDS) to the PTO after filing an application.

**What Information Should be Disclosed to the PTO?** You should disclose any publication of which you are aware that describes a device or method similar to that claimed in the patent application, or that discloses a significant concept or feature of the invention. Publications include, for example, patents, articles, promotional literature, user manuals, conference proceedings, and files publicly available anywhere on the Internet, the World Wide Web, or any other computer service or network.

**Are Publications and Patents the Only Items to Disclose?** No. You should disclose any public use, public disclosure, sale or offer for sale of the invention or any similar device that occurred in this country more than one year prior to the filing date of the application. A public use or disclosure is one made to others who are not under an obligation of confidentiality. Offers for sale may include promotional displays, marketing tests, price lists, beta tests, or other acts indicating an intent to commercialize the invention, whether made in public or under a non-disclosure agreement. You should also disclose any knowledge or use of the invention by others in this country, of which you are aware, prior to your date of invention.

**Do I Have to Disclose My Own Publications or Patents?** Yes. You should submit all publications, patents, or other information, even if you are the author or inventor.

**Do I Have to do a Search?** No. You have to disclose only that material information of which you are aware. You do not have to search actively for such information. However, we suggest that you thoughtfully consider any publications you have access to, and any public uses, public disclosures, sales, and offers for sale which may have been made by the company, by you, or by others associated with you.

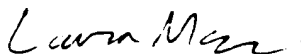
**What Happens if I Don't Disclose Information of Which I am Aware?** Failure to make a full disclosure, as described above, may seriously jeopardize the patent owner's ability to enforce any patent that might issue. Willful failure to provide pertinent information may be grounds for invalidating any subsequently issued patent and may result in an action for damages against the patent owner. Reasonable doubts as to an item of information should be resolved in favor of disclosing it to us for our review so that we can determine whether it should be disclosed to the USPTO.

June 7, 2000  
Page 3

**How Long Does The Duty Of Disclosure Last?** The duty of disclosure is an ongoing duty throughout the pendency of the patent application. Accordingly, if you become aware of any material information at any time before the patent issues, you should promptly forward it to us for timely submission to the USPTO.

Please contact me at (650) 858-7152 if you have any questions or comments regarding this or other matters.

Sincerely,  
FENWICK & WEST LLP



Laura A. Majerus

LAM/dkc

## **EXHIBIT E**

### **Reissue Application**

<b>Serial No.:</b>	09/502,120
<b>Filing Date:</b>	February 10, 2000
<b>Applicants:</b>	Dan Meisburger, et al.
<b>Patent No.:</b>	5,717,204
<b>Issued:</b>	February 10, 1998
<b>Title:</b>	Inspecting Optical Masks with Electron Beam Microscopy
<b>Atty Docket No.:</b>	4764



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August 29, 2000

VIA FEDERAL EXPRESS

Dan Meisburger  
1507 Montalban Drive  
San Jose, CA 95120-4830

RE: U.S. Reissue Application for U.S. Patent No.: 09/502,120  
Title: Inspecting Optical Masks With Electron Beam  
Microscopy  
Filed: February 10, 2000  
Inventor: Dan Meisburger, Alan D. Brodie, Zhong-Wei Chen,  
Jack Y. Jau, Paul Sandland, Richard Simmons, Dave E.  
A. Smith, Hans Dohse, Dennis G. Emge, John Greene,  
Lee Veneklasen, Ming-Yie Ling, Surendra G. Lele,  
Tom Cass, Doug Hendricks, John Gibilisco  
Our Ref.: 4764 (22120-04764)

RE: U.S. Reissue Application for U.S. Patent No.: 09/502,534  
Title: Inspecting Optical Masks With Electron Beam  
Microscopy  
Filed: February 10, 2000  
Inventors: Dan Meisburger, Alan D. Brodie, Zhong-Wei Chen,  
Jack Y. Jau, Paul Sandland, Richard Simmons, Dave E.  
A. Smith, Hans Dohse, Dennis G. Emge, John Greene,  
Lee Veneklasen, Ming-Yie Ling, Surendra G. Lele,  
Kirkwood Rough  
Our Ref.: 4765 (22120-04765)

Dear Dan:

We have received the Notice of Missing Parts for the above-identified patent applications, and must now file executed Declaration and Assignment documents. Accordingly, enclosed please find a Declaration and Assignment document for each of above-referenced cases.

Declaration and Power of Attorney: Please sign and date where indicated.

Assignment: Please review this document carefully, and, if appropriate, sign and date where indicated. Please note that you must sign the Declaration before you sign the Assignment. It is preferable, although not necessary, to execute the Assignment in the presence of a notary public.

22120-04764.DOC'S 1086469.1

August 29, 2000

Page 2

Note that there are two date columns on the assignment. In the first date column, you should write the date on which you signed the Assignment. In the second date column, you should write the date on which you signed the Declaration.

Please send the executed documents back to me on or before Wednesday, September 13, 2000 using the enclosed Federal Express envelope.

Please contact me at (650) 858-7666 if you have any questions or comments regarding this or other matters.

Sincerely,  
FENWICK & WEST LLP



Trinnie Arriola Kern

TAK/dkc  
Enclosure

**Ex** USA Airbill FedEx Tracking Number 8214 1030 2345

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8/29/00 Sender's FedEx Account Number 0951-1485-7

Trinnie Kern Phone (650) 494-0600

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2 PALO ALTO SQ STE 800

LO ALTO State CA ZIP 94306

What Billing Reference 22120-04764

Dan Meisburger Phone ( )

1507 Montalban Drive

San Jose State CA ZIP 95120

**Ex** USA Airbill

See back for application instructions.

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\* FedEx Envelope/Letter Rate not available. Minimum charge. One-pound rate.

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**Packages over 150 lbs.**  
Delivery commitment may be later in some areas.

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\* Call for Confirmation.

**5 Packaging**

\* Declared value limit \$500

☐ FedEx Envelope/Letter\* ☒ FedEx Pak\* ☐ Other Pkg.

**6 Special Handling**

include FedEx address in Section 3.

☐ SATURDAY Delivery ☐ SUNDAY Delivery ☐ HOLD Weekday at FedEx Location ☐ HOLD Saturday at FedEx Location

Does this shipment contain dangerous goods?

☒ No ☐ Yes ☐ Yes ☐ Dry Ice ☐ Cargo Aircraft Only

**7 Payment Bill to:**

Enter in Section 3.

☒ Sender ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

FedEx Acct. No. Exp. Date

Total Packages Total Weight Total Declared Value\*

\* Our liability is limited to \$100 unless you declare a higher value. See back for details.

**8 Release Signature** Sign to authorize delivery without obtaining signature.

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

402

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## **EXHIBIT F**

### **Reissue Application**

<b>Serial No.:</b>	09/502,120
<b>Filing Date:</b>	February 10, 2000
<b>Applicants:</b>	Dan Meisburger, et al.
<b>Patent No.:</b>	5,717,204
<b>Issued:</b>	February 10, 1998
<b>Title:</b>	Inspecting Optical Masks with Electron Beam Microscopy
<b>Atty Docket No.:</b>	4764



**Message to Trinnie Kern from Dan Meisburger**

**September 22, 2000**

**Re: KLA-Tencor 22120-04764 and 04765**

Trinnie, this is Dan Meisburger and I'm calling in reference to a reissue patent of KLA Tencor's that you sent me some documentation on ... some things to sign. I'd already had a rather lengthy discussions about this earlier with Laura Majerus who I believe is also in your office. Anyway I'm not intending to be involved in this in any way so I discussed that with her already and so I'm not intending to do anything on this. Now I know you have an obligation nonetheless to show the patent office that you did in fact try to get this under my nose and have me sign it and all that. I don't know if there's anything else I need to do to prove that you did in fact do that. Anyway give me a call if you want to ask some more questions. I'm at 408/997-5400. Talk to you later.

## **EXHIBIT B**

### **Reissue Application**

<b>Serial No.:</b>	09/502,120
<b>Filing Date:</b>	February 10, 2000
<b>Applicants:</b>	Dan Meisburger, et al.
<b>Patent No.:</b>	5,717,204
<b>Issued:</b>	February 10, 1998
<b>Title:</b>	Inspecting Optical Masks with Electron Beam Microscopy
<b>Atty Docket No.:</b>	4764

**KLA****KLA INSTRUMENTS CORPORATION****EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT**

I, W. D. Meisburger recognize that KLA INSTRUMENTS CORPORATION, a Delaware corporation, hereinafter called "Company," together with its subsidiaries (if any), ~~is engaged in a continuous program of research and development~~ respecting its business, present and future, including fields generally related to its business, and providing consulting services to its clients with respect to their research and development programs.

I understand that my employment creates a relationship of confidence and trust between me and Company with respect to any information of a confidential or secret nature:

- (1) applicable to the business of Company and its subsidiaries (if any), and
- (2) applicable to the business of any client of Company, which may be made known to me by Company or its subsidiaries (if any) or by any client of Company or learned by me during the period of my employment (hereinafter called "Trade Secrets").

**I. Definitions**

A. For the purpose of this Agreement, "Invention" shall mean any new device, machine, manufacture, method, process, use, apparatus, composition of matter, design or configuration of any kind related to business of the Company, discovered, conceived, developed, made, or produced during the period of my employment by the Company, or improvements to them made during my employment in the Company, and shall not be limited to the definition of invention contained in the United States Patent Laws.

B. For purposes of this Agreement, "Trade Secrets" shall include, but not be limited to, Company proprietary technical and business information encompassed in all drawings, designs, plans, proposals, marketing, and sales plans, financial information, costs, pricing information, and all concepts or ideas in or reasonably related to business of the Company that have not previously been publicly released by duly authorized representatives of the Company.

In consideration of my employment commencing on 10/26, 1985, or continued employment, as the case may be, and the compensation received from time to time, I hereby agree as follows:

**II. Secret or Confidential Information**

A. At all times, both during my employment and after its termination, I will keep in confidence and trust all such Trade Secrets and I will not use such Trade Secrets other than in the course of my work for Company nor disclose any such Trade Secrets or anything relating to it without written consent of Company.

B. In the event of the termination of my employment by me or by Company for any reason, I will deliver to Company all documents and data of any nature pertaining to my work and I shall not take with me any documents or data of any description or any reproduction of any description containing or pertaining to any Proprietary Information or Trade Secrets.

C. I will not reveal the names of Company personnel to any competitor or try to induce any employee to terminate with the Company or otherwise interfere with the relationship between the Company and its employees.

D. These provisions survive my employment but shall not apply after such information has been voluntarily disclosed to the public, independently developed and disclosed by others, or otherwise enters the public domain through lawful means.

### III. Inventions

I further understand that as part of my employment with Company I am expected to make contributions and inventions of value to the Company. In this regard I will promptly disclose to the Company, or any persons designated by it, any and all ideas, concepts, processes, improvements, and inventions, whether or not patentable, made or conceived or first conceived or first reduced to practice or learned by me, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment insofar as it relates to KLA business or to KLA's actual demonstrably anticipated research and development or results from any work performed by me for KLA or was made with equipment, supplies, facilities, or trade secrets belonging to KLA.

In the event the disclosures is in a business area that the Company does not intend to pursue, the Company will waive its rights under this paragraph.

A. I agree that all said ideas, concepts, processes, improvements, and inventions which are related to or useful in the business of Company or its subsidiaries (if any) or any client of Company, or result from tasks assigned to me by Company, shall be the sole property of Company and its assigns, and Company and its assigns shall be the sole owner of all patents and other rights in connection therewith. I shall promptly make full disclosure thereof to Company and shall execute any and all papers and documents relating to application for foreign or domestic patents, copyrights, and trademarks sought by Company with respect to such inventions, improvements, or discoveries, whether in its own name or that of a nominee; and, if requested by Company, shall give testimony and otherwise assist Company in the prosecution or defense of any contested proceedings involving such patent, copyrights, and trademark applications or subsequent disputes arising out of such patents, copyrights, and trademarks or concerning such inventions, improvements, or discoveries; provided that I shall be reasonably compensated for any such services if rendered after the termination of my employment.

B. If any application for any United States or foreign patent related to or useful in the business of Company or its subsidiaries (if any) or any client of Company shall be filed by me or for me during the period of three (3) months after the termination of my employment, the subject matter covered thereby shall be presumed to have been conceived during my employment with Company.

### IV. Previous Obligations

I hereby certify that I have no continuing obligations with respect to assignment of inventions to any previous employers, nor do I claim any previous unpatented inventions within the scope of this Agreement as my own, except the following:

I have 2 patent disclosures outstanding with  
LaBm. that may require me to assist them  
in patent proceeding later. These are related  
to the e-beam testing.

I have a substantial amount of software that  
is mine and concerns the design of electron  
optical equipment

**V. Publication**

I will not publish or cause to be published information on any matters which are the subject of this Agreement. I recognize the right of ownership which Company has to any such publication and acknowledge the obligation to obtain clearance from Company in advance of publishing on any subject, even if I believe it to be outside the scope of this Agreement, insofar as it relates to KLA business or to KLA's actual and demonstrably anticipated research and development or results from any work performed by me for KLA or was made with equipment, supplies, facilities, or trade secrets belonging to KLA.

**VI. Third Party's Rights**

I agree that I will not disclose to the Company or induce the Company to use any Inventions or Trade Secrets belonging to any third party without the express written consent of that third party.

**VII. Outside Activities During Employment**

I hereby certify that I am not engaged in any part-time employment or consulting services except for the following:

I have part ownership in some software  
that is marketed by Imperial College,  
London, England. I may from time to time make  
modifications to this package to satisfy a customer  
During the term of my employment with the Company I will advise the Company in writing and obtain the consent of the Company prior to accepting any other part-time employment or rendering any other consulting services.

**VIII. Other**

A. This Agreement shall be effective as of the first day of my employment by Company; namely 10/28/85.

B. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators and shall insure to the benefit of Company, its successors, and assigns.

C. I have retained a copy of this Agreement for my records.

M. J. Mehl  
Employee's Signature

10/28/85  
Dated

\_\_\_\_\_  
Witness

**NOTIFICATION REQUIRED BY CALIFORNIA LAW****REGARDING EMPLOYEE'S INVENTIONS**

In accordance with Section 2872 of the California Labor Code added by Chapter 101 of the California Statutes of 1979, this is to notify you that the Employment Agreement between you and your employer does not apply to any invention for which no equipment, supplies, facilities or trade secret information of your employer was used and which was developed entirely on your own time, and

(a) which does not relate

(i) to the business of your employer, or

(ii) to your employer's actual and demonstrably anticipated research and development, or

(b) does not result from any work performed by you for your employer.

**I acknowledge receipt of the above notice.**

Date

10/28/85

Signature

M. J. Mealy